



**AGENDA FOR
REGULAR CITY COUNCIL MEETING
TUESDAY, FEBRUARY 6, 2024 – 5:00 P.M.**

1. **Pledge of Allegiance**
2. **Call to Order**
 - Roll Call and Establishment of Quorum
3. **Approval of Agenda**
 - Council Changes
 - Staff Changes
4. **Approval of Minutes**
 - A. January 16, 2024
5. **Audience Participation** (10-minute time limit for items not on the agenda)
6. **Consent Agenda**
 - A. Approve Purchase of Park Department Utility Vehicle and Broom
 - B. Approve Annual Report and Update of Electric Distribution Generation Rules
 - C. Approve Temporary On-Sale Liquor License – Redwood Area Chamber & Tourism
7. **Scheduled Public Hearings**
8. **Old Business**
 - A. Request to Rezone 201 McPhail Drive – Ordinance #89
9. **Regular Agenda**
 - A. Updated Joint Powers Agreement with Brown/Lyon/Redwood/Renville Drug Task Force
 - B. MnDOT Municipal State Aid Street Funds Advance Request – Resolution #9
 - C. Independent Contractor Agreement for Building Inspection Services – Resolution #10
 - D. 2023 Archery Deer Hunt Report
 - E. Appointment of 2024 Election Judges – Resolution #11
10. **Other Items and Communications**
 - A. Council Items
 - B. Staff Items
11. **Paid Bills and Claims – For Informational Purposes**
 - A. City of Redwood Falls Accounts Payable Summary
12. **Adjournment**

**MINUTES
REGULAR COUNCIL MEETING
CITY OF REDWOOD FALLS, MINNESOTA
TUESDAY, JANUARY 16, 2024**

Pursuant to due call and notice thereof, a regular meeting of the Redwood Falls City Council was called to order in the Municipal Chambers on Tuesday, January 16, 2024, at 5:00 p.m.

Roll call indicated Mayor Tom Quackenbush and Council Members Matt Smith, Denise Kerkhoff, Jim Sandgren, Larry Arentson, and John T. Buckley were present, constituting a quorum.

Also present were City Administrator Keith Muetzel, Finance Director Kari Klages, City Attorney Trenton Dammann, Public Works Project Coordinator Jim Doering, and Deputy City Clerk Caitlin Kodet.

A motion was made by Council Member Kerkhoff and seconded by Council Member Buckley to approve the agenda. Motion passed by unanimous vote.

A motion was made by Council Member Smith and seconded by Council Member Arentson to approve the January 2, 2024, minutes as presented. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Sandgren to approve the following item on the Consent Agenda.

1. City Assistance with Celebrate Redwood Falls – Fire & Ice Festival
2. Police Department Radio Purchase
3. Write-Off of Delinquent Account
4. KLGR Advertising Exchange
5. Designate Bolton & Menk as Consulting Airport Engineer

Motion passed by unanimous vote.

Mayor Quackenbush opened a public hearing at 5:08 p.m. to discuss delinquent utility accounts, maintenance charges, and surcharges.

Finance Director Klages introduced Resolution No. 2 of 2024 – Resolution Adopting Assessments for Delinquent Accounts, Resolution No. 3 of 2024 – Resolution Adopting Assessments for Unpaid Maintenance Costs, and Resolution No. 4 of 2024 – Resolution Adopting Assessments for Unpaid Surcharges.

Ms. Klages stated the proposed Resolutions are to adopt assessments for delinquent utility accounts, maintenance cost charges, and surcharges that are more than 30 days past due. Similar resolutions are brought to the City Council on a quarterly basis in order to improve the time between the delinquent billing and the ability to disclose the information to new property owners. The delinquent account resolutions will be presented each year at the first meeting in January, April, July, and October.

Ms. Klages further explained the delinquent process. Delinquent letters are first mailed to the utility account holders. Delinquent letters are then mailed to the property owners if not collected from the account holders. Electricity consumed by a tenant is not assessable to the property. Any unpaid balance is then brought to Council to be approved by resolution. Any pending assessments passed by resolution and still outstanding as of November 1st will be charged a \$50.00 fee and are then transferred to Redwood County to be assessed on the tax rolls.

No one was present to voice any concerns.

Mayor Quackenbush closed the public hearing at 5:09 p.m.

A motion was made by Council Member Smith and seconded by Council Member Buckley to waive the reading of Resolution No. 2 of 2024 – Resolution Adopting Assessments for Delinquent Accounts. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Kerkhoff to approve Resolution No. 2 of 2024 – Resolution Adopting Assessments for Delinquent Accounts. Motion passed by unanimous vote.

A motion was made by Council Member Kerkhoff and seconded by Council Member Buckley to waive the reading of Resolution No. 3 of 2024 – Resolution Adopting Assessments for Unpaid Maintenance Costs. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Smith to approve Resolution No. 3 of 2024 – Resolution Adopting Assessments for Unpaid Maintenance Costs. Motion passed by unanimous vote.

A motion was made by Council Member Sandgren and seconded by Council Member Buckley to waive the reading of Resolution No. 4 of 2024 – Resolution Adopting Assessments for Unpaid Surcharges. Motion passed by unanimous vote.

A motion was made by Council Member Smith and seconded by Council Member Kerkhoff to approve Resolution No. 4 of 2024 – Resolution Adopting Assessments for Unpaid Surcharges. Motion passed by unanimous vote.

Police Chief Jason Cotner was present to introduce the Police Officer Recruit Agreement.

Chief Cotner stated in the Summer of 2023, an officer resigned from the Redwood Falls Police Department (RFPD) creating a vacancy. A job posting was published but, to date, we have received no applications. Over the last few years, the issue of police officer recruitment and retention has accounted for a considerable amount of time for administrative staff within RFPD and City Hall. In late 2023, Police Chief Jason Cotner and City Administrator Keith Muetzel began discussing the development of a program to recruit officers.

Chief Cotner stated the goal of the program was to identify candidates nearing completion of their law enforcement education or Law Enforcement Skills training (Skills) and provide an incentive in the form of educational reimbursement in exchange for a contractual obligation to provide RFPD three years of full-time police officer service. A candidate was identified and interviewed by City Administrator Keith Muetzel, Police Chief Jason Cotner, and Assistant Police Chief Steve Schroeder. The candidate has completed a Bachelor's degree and is scheduled to attend law enforcement skills training later this year. As a result of that interview City Attorney Trenton Dammann was directed to draft a contract between the City of Redwood Falls and the candidate.

Chief Cotner stated the draft contract provides the candidate with an educational incentive of up to \$7,500 to cover tuition, books, uniforms, equipment, and other applicable costs associated with Skills training. To receive this reimbursement several things must occur: The candidate must complete Skills and pass the POST test; the City must have a police officer vacancy; the candidate must successfully complete all normal steps for police officer hiring (interview, background check, psychological and physical testing); the candidate must be approved by City Council; the candidate must successfully pass the RFPD Field Training program. Once all these conditions are met the candidate would receive reimbursement of up to \$7,500. If the candidate voluntarily leaves RFPD prior to completion of the three years of service s/he must reimburse the City the entire amount of the reimbursement that was distributed.

A motion was made by Council Member Smith and seconded by Council Member Kerkhoff to approve the Police Officer Recruit Agreement. Motion passed by unanimous vote.

Finance Director Klages introduced the Waterworth Continuous Utility Rate Management Proposal.

Grange Gordon with Waterworth attended via electronic means to present the proposal.

Ms. Klages stated for many years the City of Redwood Falls has utilized DGR Engineering to perform annual utility rate studies. As the City's electrical engineer, DGR remains the ideal consultant to continue rate studies for our electric department. However, staff recommends moving to a more hands-on, continuous rate management approach for our water, sanitary sewer, and storm sewer utilities. Waterworth's continuous utility rate management uses cloud-based software that allows staff to make adjustments to variables as assumptions change. This real-time format allows staff to stay in control of all the moving parts while keeping everyone on the same page. Waterworth will support staff with expert advice on financial modeling, cost of service analysis, infrastructure analysis, and annual rate recommendations.

Ms. Klages further stated in addition to continuous rate management for the utilities, the Waterworth system will also provide the ability for long-term planning and asset replacement schedules for the streets department. Staff will be able to on-board engineer construction project estimates from the capital improvement planning and in real time see the potential effect on utility rates and reveal exterior funding needs. The annual cost for the four service areas (water, sanitary sewer, storm sewer, and streets) is \$12,650. There are funds built into the 2024 budget to cover this expense. The annual rate study service has on average cost \$7,000-\$8,000.00 for the three wet utilities. Adding streets to the planning process is the driver for the additional cost.

A motion was made by Council Member Buckley and seconded by Council Member Kerkhoff to approve the Waterworth Continuous Utility Rate Management Proposal. Motion passed by unanimous vote.

Library Director Connie Lechner was present to introduce the Library Public Restroom Upgrade.

Ms. Lechner stated \$30,000 was budgeted for 2023 to remodel the men's and women's public restrooms. Due to contractor schedules, the first quote was presented in late October, and the second quote was received late December. The first quote was \$55,219.00 from Redwood Renovations, and the second quote was from Cardinal Construction for \$63,140.00. The condition is such in the restrooms that it is urgent to remodel them. The Library's request would be approval to use \$30,000 from the Capital Project Fund from 2023 budget, re-categorize \$16,500 from the 2024 budget, and the budget shortfall of \$8,719.00 from the Capital Project Fund. It is anticipated that debris removal through the City's Solid Waste Hauling agreement and ease of removal of current tile will decrease the cost of this project. Staff are requesting approval of the quote from Redwood Renovations in the amount of \$55,219.00. Proposed funding includes: \$30,000 from budgeted 2023 Capital Project Fund, \$8,719.00 from Capital Project Fund, and re-categorized \$16,500 from current library budget for library public restroom remodel.

A motion was made by Council Member Buckley and seconded by Council Member Smith to approve the Library Public Restroom Upgrade quote from Redwood Renovations in the amount of \$55,219.00. Motion passed by unanimous vote.

City Attorney Dammann introduced Ordinance No. 89, Fourth Series – An Ordinance Amending Zoning Ordinance.

Mr. Dammann stated the City received a request from the Independent School District #2897 to rezone from R-2 (Single- and Two-Family Residential District) to R-B (Residential – Business District) the current location of the Reede Gray Elementary School (Parcel #88-766-3260) at 201 McPhail Dr.

Mr. Dammann stated in conjunction with the zoning amendment request, ISD #2897 is also requesting to combine and plat the current school parcel with 600 Sunrise Blvd, the former Wood Dale Nursing Home parcel (scheduled to be demolished), to construct a new elementary school and parking lot. According to the Unified Development Ordinance, an educational facility, like the proposed elementary school is not permitted in the R-2 zoning district without a conditional use permit. Therefore, it would need to be rezoned to comply with the Unified Development Ordinance and permit the construction of the proposed school. 600 Sunrise Blvd is currently zoned R-B so once combined and platted, the entire parcel would be zoned R-B.

Mr. Dammann stated the request to re-zone the property was presented to the Planning and Zoning Commission on January 9, 2024. Planning Commission, along with City staff, recommends approval of the zoning amendment request and consequently the Amendment of the Zoning Ordinance. City Staff will provide the required 10-day notice of the Ordinance prior to the final approval of the proposed Ordinance. On February 6, 2024, City staff will request Council approve the proposed Ordinance by roll call vote in accordance with Chapter 4 of the City Charter and Chapter 3 of the City's Unified Development Ordinance.

A motion was made by Council Member Kerkhoff and seconded by Council Member Buckley to waive the reading of Ordinance No. 89, Fourth Series – An Ordinance Amending Zoning Ordinance. Motion passed by unanimous vote.

City Attorney Dammann introduced the Preliminary & Final Plat for Redwood Valley Sixth Addition.

Mr. Dammann stated the City received a request from the Independent School District #2897 for a preliminary and final plat approval for the parcels described as 201 McPhail Dr. (Parcel #88-766-3260) and 600 Sunrise Blvd (Parcel #88-106-3010), Redwood Valley Sixth Addition. Under the provisions of the Redwood Falls Unified Development Ordinance, the Zoning Administrator may allow a final plat to be submitted concurrently with a request for preliminary plat approval. City Staff worked with ISD #2897 and Bolton & Menk Inc., to prepare the preliminary and final plat. The Planning Commission recommended approval of the preliminary and final plat, Redwood Valley Sixth Addition.

A motion was made by Council Member Arentson and seconded by Council Member Smith to approve the Preliminary & Final Plat for Redwood Valley Sixth Addition. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering introduced Resolution No. 5 of 2024 – Approval of Final Pay Request Reflecting Change Order No. 3 for Power Plant Road Stabilization.

Mr. Doering stated Resolution No. 5 approves the final payment for the Power Plant Road project and sets the two-year maintenance period and final acceptance date to January 16, 2026. In addition, Final Pay Request No. 16 reflects Change Order No. 3 in the amount of \$152,238.00 for in-field accommodations of additional structural concrete volume and an increase in the area of bituminous to account for large vehicle maneuverability, increasing the final contract price to \$1,745,904.18. Staff has received and confirmed all withholding affidavits from the Contractor (IC-134) forms, Consent of Surety form, and Notification of Permit Termination.

Mr. Doering noted a typo in the presented Resolution No. 5 of 2024. The final contract price has been corrected to \$1,745,904.18 in Resolution No. 5.

A motion was made by Council Member Smith and seconded by Council Member Buckley to waive the reading of Resolution No. 5 of 2024 – Approval of Final Pay Request Reflecting Change Order No. 3 for Power Plant Road Stabilization. Motion passed by unanimous vote.

A motion was made by Council Member Kerkhoff and seconded by Council Member Sandgren to approve Resolution No. 5 of 2024 – Approval of Final Pay Request Reflecting Change Order No. 3 for Power Plant Road Stabilization. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering introduced Resolution No. 6 of 2024 – A Resolution in Support of the City’s Funding Request From MnDOT’s Safe Routes to School Program to Fund the Redwood Falls Community Trail Expansion Project.

Mr. Doering stated this is a resolution of support for the Safe Routes to School “Trail Grant” application to be submitted by the City of Redwood Falls. The application is for the development and construction of the first half of a trail loop extending south from Cook Street through the frontage of the St. John’s Lutheran School on County Highway 24 connecting to the established trail along Redwood Valley High School otherwise known as the “School Loop.” This project grant, if funded, is for \$685,908.00 in construction costs of an anticipated 10’ wide bituminous trail. Staff recommends approval of the resolution. The deadline for the application is February 2, 2024.

A motion was made by Council Member Buckley and seconded by Council Member Smith to waive the reading of Resolution No. 6 of 2024 – A Resolution in Support of the City’s Funding Request From MnDOT’s Safe Routes to School Program to Fund the Redwood Falls Community Trail Expansion Project. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Kerkhoff to approve Resolution No. 6 of 2024 – A Resolution in Support of the City’s Funding Request From MnDOT’s Safe Routes to School Program to Fund the Redwood Falls Community Trail Expansion Project. Motion passed by unanimous vote.

Public Works Project Coordinator Jim Doering introduced Resolution No. 7 of 2024 – A Resolution in Support of the City’s Funding Request From MnDOT’s Active Transportation Program to Fund the Redwood Falls Community Trail Expansion Project.

Mr. Doering stated this is a resolution of support for the Active Transportation “Trail Grant” application to be submitted by the City of Redwood Falls. The application is for the development and construction of the second half of a trail loop extending through the frontage of the CentraCare Hospital on County Highway 24 and then to the north along a drainage way connecting back to the established trail along Redwood Valley High School otherwise known as the “School Loop”. This project grant, if funded, is for \$508,416.00 in construction costs of an anticipated 10’ wide bituminous trail. Staff recommends approval of the resolution. The deadline for the application is February 2, 2024.

A motion was made by Council Member Arentson and seconded by Council Member Buckley to waive the reading of Resolution No. 7 of 2024 – A Resolution in Support of the City’s Funding Request From MnDOT’s Active Transportation Program to Fund the Redwood Falls Community Trail Expansion Project. Motion passed by unanimous vote.

A motion was made by Council Member Kerkhoff and seconded by Council Member Arentson to approve Resolution No. 7 of 2024 – A Resolution in Support of the City’s Funding Request From MnDOT’s Active Transportation Program to Fund the Redwood Falls Community Trail Expansion Project. Motion passed by unanimous vote.

Public Utilities Superintendent Jason Halvorson was present to introduce Resolution No. 8 of 2024 – Authorization to Execute Purchase of Materials For the 2024 Distribution Improvements.

Mr. Halvorson stated DGR Project No. 421126 - 2024 Distribution Improvements was approved by Council on September 19, 2023. In order to complete the project, certain materials needed to be bid. Those bids were received and opened on Tuesday, January 9, 2024, at 1:15 pm in the City Hall. Five (5) bids were received, and the results of the bids have been reviewed by DGR and are tabulated and provided for Council consideration.

Mr. Halvorson stated Staff recommends awarding the contracts to the presented companies for Bids #1-6. The total cost of all six bids is \$723,098.15.

- Bid #1 Padmounted Switchgear and Box Pads to Dakota Supply Group; \$94,000/ Lead Times
- Bid #2 15KV Primary Wire to Border States; \$210,574.98
- Bid #3 Single Phase Transformers to Resco; \$99,316.00
- Bid #4 Single Phase Transformer Box Pads to Wesco; \$9,619.44
- Bid #5 Three Phase Transformers and Box Pads to Resco; \$273,307.73/Lead Times
- Bid#6 600V Secondary Wire to Wesco; \$36,280.00

A motion was made by Council Member Arentson and seconded by Council Member Buckley to waive the reading of Resolution No. 8 of 2024 – Authorization to Execute Purchase of Materials For the 2024 Distribution Improvements. Motion passed by unanimous vote.

A motion was made by Council Member Smith and seconded by Council Member Arentson to approve Resolution No. 8 of 2024 – Authorization to Execute Purchase of Materials For the 2024 Distribution Improvements. Motion passed by unanimous vote.

City Administrator Muetzel introduced the Agenda Item to Establish City Council Work Session Agenda.

Mr. Muetzel stated the next City Council Work Session is scheduled for January 30, 2024. In order to prepare for the meeting and ensure adequate time is allowed for each agenda item, staff is requesting Council formally establish the work session agenda.

Mayor Quackenbush requested the Work Session be canceled due to schedule conflicts and lack of agenda items.

A motion was made by Council Member Sandgren and seconded by Council Member Smith to approve the request to cancel the City Council Work Session on January 30, 2024. Motion passed by unanimous vote.

Mayor Quackenbush will not be in attendance at the February 6, 2024 City Council meeting.

City Administrator Muetzel stated following the recent approval to update the City's Drug & Alcohol Policy, City Staff and Elected Officials are required to read the changes and submit acknowledgement forms to Human Resources.

Bills and Claims were presented to Council for informational purposes. No questions, comments, or concerns were raised.

There being no further business, a motion was made by Council Member Kerkhoff and seconded by Council Member Arentson to adjourn the meeting at 6:05 p.m. Motion passed by unanimous vote.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

Meeting Date: February 6, 2024

AGENDA RECOMMENDATION

Agenda Item: Park Department Kubota Utility Vehicle and Broom Attachment Trade.

Recommendation/Action Requested: Staff recommends approval of the purchase orders.

Summary/Overview:

The 2024 operating budget includes \$40,000 to replace a 2018 Kubota Utility Vehicle. The utility vehicle is used heavily by the department, it has 3100 hours and has had some underlying mechanical issues.

Staff are proposing to trade the current vehicle in and purchase a 2024 Kubota and Broom Attachment from Kesteloot Enterprises.

Attachments: Kesteloot Enterprises Purchase Order- \$34,500.72



Quote Page 2 of
Quote Number: 545723
Effective Date: 01/17/2024
Valid Through: 01/31/2024

Cash Details

| | |
|---|--------------------|
| Equipment Total | \$42,865.72 |
| RTV-X-2YR Orange Protection Program | \$1,350.00 |
| freight and set up from factory | \$550.00 |
| radio installed | \$535.00 |
| K connect and pto installation | \$3,200.00 |
| Trade In - 2018 Kubota RTV X1100 with broom | (\$14,000.00) |
| Cash Sale Price | \$34,500.72 |

All quotes are subject to program and price changes. Applicable sales tax may apply.

Kubota Disclaimer

Sales quote can only be provided by a participating Kubota dealer. Only Kubota and Kubota performance-matched Allied equipment are eligible. Inclusion of ineligible equipment may result in a higher blended APR. Stand Alone Kubota or Allied Implements and attachments/accessories are subject to stand alone programs. Financing is available through Kubota Credit Corporation, U.S.A.; subject to credit approval. Program eligibility requirements are subject to change without notice and may be withdrawn without notice. Some exceptions apply. See dealer or go to KubotaUSA.com for more information.

AGENDA RECOMMENDATION

Meeting Date: February 6, 2024

Agenda Item: Report and Update of the Distributed Generation Rules

Recommendation/Action Requested: Staff Recommends Approval

Summary/Overview:

Attached for approval, per the Distributed Generation Rules for City of Redwood Falls Public Utilities adopted by Redwood Falls City Council at a prior meeting, are updates to the cogeneration and small power production tariff consisting of:

SCHEDULE 1.

Calculation of the average retail utility energy rates

SCHEDULE 2.

The estimated average incremental energy costs by seasonal, peak and off-peak periods and annual avoided capacity from Southern Minnesota Municipal Power Agency

REDWOOD FALLS COGENERATION AND SMALL POWER PRODUCTION TARIFF

This information is available to the public at our offices or on our website at www.ci.redwood-falls.mn.us.

Upon approval of the Cogeneration and Small Power Production Tariff, City of Redwood Falls Public Utilities will publish a cogeneration and small power generation notice on the website.

Also attached is the annual QF Report as required under the Distributed Generation Rules.

SCHEDULE 1 – AVERAGE RETAIL UTILITY ENERGY RATE

Net Energy Billing: Available to any QF of less than 40 kW capacity that does not select either Roll Over Credits, Simultaneous Purchase and Sale Billing or Time of Day rates.

The City of Redwood Falls Public Utilities shall bill QF for any excess of energy supplied by insert Utility name above energy supplied by the QF during each billing period according to Redwood Falls Public Utilities applicable rate schedule. City of Redwood Falls Public Utilities shall pay the customer for the energy generated by the QF that exceeds that supplied by City of Redwood Falls Public Utilities during a billing period at the “average retail utility energy rate.” “Average retail utility energy rate” means, for any class of utility customer, the quotient of the total annual class revenue from sales of electricity minus the annual revenue resulting from fixed charges, divided by the annual class kilowatt-hour sales. Data from the most recent 12-month period available shall be used in the computation. The “average retail utility energy rates” are as follows:

| Customer Class | Average Retail Utility Energy Rate |
|-----------------------|---|
| Residential | \$0.100 |
| Small Commercial | \$0.110 |
| Large Commercial | \$0.048 |
| Industrial | \$0.048 |
| | |
| | |

SCHEDULE 2 – AVERAGE INCREMENTAL COST

| Estimated Marginal Energy Costs (\$/MWh) | | | | | | |
|--|-----------|-------|-------|-------|-------|-------|
| | | 2024 | 2025 | 2026 | 2027 | 2028 |
| Summer | On Peak | 39.89 | 41.13 | 39.42 | 41.38 | 41.12 |
| | Off Peak | 22.77 | 23.65 | 22.80 | 22.54 | 22.15 |
| | All Hours | 30.65 | 31.69 | 30.44 | 31.20 | 30.88 |
| Winter | On Peak | 37.62 | 40.05 | 40.28 | 42.41 | 42.37 |
| | Off Peak | 26.88 | 28.47 | 28.85 | 30.99 | 30.63 |
| | All Hours | 31.82 | 33.80 | 34.11 | 36.24 | 36.03 |
| Annual | On Peak | 38.76 | 40.59 | 39.85 | 41.89 | 41.75 |
| | Off Peak | 24.82 | 26.06 | 25.83 | 26.76 | 26.39 |
| | All Hours | 31.23 | 32.75 | 32.28 | 33.72 | 33.45 |
| Annual number of hours in the on-peak period: | | | | | | |

| Description of season and on-peak and off-peak periods | |
|--|--|
| Summer: | April through September |
| Winter: | October through March |
| On-peak period: | 6 am to 10 pm Monday through Friday except holiday (New Years, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day) |
| Off-peak period: | All other hours |

Estimated Marginal Energy Costs

The estimated system average incremental energy costs are calculated by seasonal peak and off-peak periods for each of the next five years. For each seasonal period, system incremental energy costs are averaged during system daily peak hours, system daily off-peak hours, and all hours in the season. The energy costs are increased by a factor equal to 50 percent of the line losses.

The energy needs of City of Redwood Falls Public Utilities are served through its membership in Southern Minnesota Municipal Power Agency (SMMPA). SMMPA, in turn, is a member of the Midcontinent ISO (MISO). As a result, the municipal’s incremental energy cost is equivalent to the MISO hourly Locational Marginal Price (LMP). Actual hourly LMP will vary significantly based on several parameters such as weather, energy demand, and generation availability. The table above represents a forecast of the MISO hourly LMP values averaged over each specific time period at the MISO Minnesota Hub.

Capacity Payment for Firm Power (Net annual avoided capacity cost)

A capacity payment will be made for energy delivered by the qualifying facility to the utility with at least a 65 percent on-peak capacity factor in the month. The capacity factor is based upon the qualifying facility's maximum on-peak metered capacity delivered to the utility during the month. The capacity component applies only to deliveries during on-peak hours.

| Capacity Payment (\$/kWh) | |
|--|---------|
| | 2024 |
| Capacity Value per kWh (on-peak hours) | \$0.007 |
| Capacity Value per kWh (all hours) | \$0.005 |

Minnesota Department of Commerce

Docket E999/PR-24-10

Reporting Period:

January 1, 2023 - December 31, 2023

Distributed Energy Resource (DER) Interconnection Report

Utility:

Redwood Falls Public Utilities

Report Year: 2023

Date Submitted: January 8, 2024

| Filing Utility Information | | Contact Information | |
|----------------------------|--------------------------------|---------------------|--|
| Utility ID# | 97 | Contact Name | Jason Halvorson |
| Utility Name | Redwood Falls Public Utilities | Contact Title | Superintendent |
| Street Address Line 1 | PO Box 526 | Contact Telephone | 507-616-7490 |
| Street Address Line 2 | 333 South Washington Street | Contact Email | jhalvorson@ci.redwood-falls.mn.us |
| City | Redwood Falls | | |
| State | Minnesota | | |
| Zip Code | 56283 | | |

Comments/Notes

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| |
|--|

Minnesota Department of Commerce

Docket E999/PR-24-10

Reporting Period: January 1, 2023 - December 31, 2023

Distributed Energy Resource (DER) Interconnection Report

Utility: Redwood Falls Public

Distributed Energy Resources

| DER Identifier | DER Capacity kW AC | DER Type | CHP | Storage | DER Status | City | Zip Code | Substation | Feeder | Customer Type | Incentive Program | Total Installed Cost without Incentives | Year Application Submitted | Year Interconnected | Year Decommissioned (if applicable) |
|----------------|--------------------|----------|-----|---------|--------------------|---------------|----------|------------|--------|---------------|-------------------|---|----------------------------|---------------------|-------------------------------------|
| Site #1 | 10.72 | Solar | | | Interconnected | Redwood Falls | 56283 | West | 4 | Commercial | N/A | | 2010 | 2010 | |
| Site #2 | 80 | Solar | | | Interconnected | Redwood Falls | 56283 | East | 1 | Commercial | N/A | | 2015 | 2015 | |
| Site #3 | 6.96 | Solar | | | Interconnected | Redwood Falls | 56283 | West | 2 | Residential | N/A | | 2021 | 2021 | |
| Site #4 | 39.9 | Solar | | | Active Application | Redwood Falls | 56283 | East | 4 | Industrial | N/A | | 2022 | | |
| Site #5 | 5 | Solar | | | Active Application | Redwood Falls | 56283 | West | 1 | Residential | N/A | | 2023 | | |

AGENDA RECOMMENDATION

Meeting Date: February 6, 2024

Agenda Item: Redwood Area Chamber & Tourism Temporary On-Sale Liquor License Application

Recommendation/Action Requested:

Approve the Redwood Area Chamber & Tourism's Temporary On-Sale Liquor Application.

Summary/Overview:

The Redwood Area Chamber & Tourism has completed the necessary application process for a temporary on-sale liquor license. The Chamber After Hours event will be held at The Golden Rule Coffee House located at 226 E. 2nd Street on Tuesday, February 27, 2024. Staff recommends approval of the 1-day Temporary On Sale Liquor License.

AGENDA MEMO

Meeting Date: February 6, 2024

Agenda Item: Ordinance No. 89, Fourth Series – An Ordinance Amending Zoning Ordinance

Recommendation/Action Requested: The proposed ordinance was introduced at the January 16, 2024, City Council Meeting. At tonight’s meeting, staff is requesting Council approve the ordinance by motion and roll call vote in accordance with Chapter 4 of the City Charter.

Summary/Overview: The City has received a request from the Independent School District #2897 to rezone from R-2 (Single- and Two-Family Residential District) to R-B (Residential – Business District) the current location of the Reede Gray Elementary School (Parcel #88-766-3260) at 201 McPhail Drive.

In conjunction with the zoning amendment request, ISD #2897 is also requesting to combine and plat the current school parcel with 600 Sunrise Blvd, the former Wood Dale Nursing Home parcel (scheduled to be demolished), to construct a new elementary school and parking lot. According to the Unified Development Ordinance, an educational facility, like the proposed elementary school is not permitted in the R-2 zoning district without a conditional use permit. Therefore, it would need to be rezoned to comply with the Unified Development Ordinance and permit the construction of the proposed school. 600 Sunrise Blvd is currently zoned R-B so once combined and platted, the entire parcel would be zoned R-B.

The request to re-zone the property was presented to the Planning and Zoning Commission on January 9, 2024. The Planning and Zoning Commission, along with City staff, recommend approval of the re-zone and consequently the Amendment of the Zoning Ordinance.

State law requires that all ordinances adopted be published prior to becoming effective. A separate resolution and summary for approval to publish will not be required as the Ordinance is rather short and can be published as-is.

Attachment: Ordinance No. 89, Fourth Series – An Ordinance Amending Zoning Ordinance
Map of Property requesting Re-Zone

ORDINANCE NO. 89, FOURTH SERIES

AN ORDINANCE AMENDING ZONING ORDINANCE

THE CITY COUNCIL OF REDWOOD FALLS DOES ORDAIN:

SECTION 1. That after a public hearing and review of all the evidence pertaining to the request to re-zone certain real property as referenced in Section 2, the City Council of the City of Redwood Falls makes the following:

FINDINGS OF FACT

1. The amendment is consistent with the applicable policies of the City's Comprehensive and Land Use Plan.
2. The amendment proposes to change the zoning classification of a particular property.
3. The amendment is in the best interest of the public as it promotes orderly development and is not solely for the benefit of a single property owner.
4. The existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification.
5. There are reasonable uses of the property in question permitted under the existing zoning classification of R-2.
6. There has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification.

SECTION 2. That the following described real estate lying and being in the City of Redwood Falls, Redwood County, Minnesota, to-wit:

Block 19, Sunnyside Heights and Vacated Meadow Lane, City of Redwood Falls, Redwood County, Minnesota,

AND

That part of the Southwest Quarter of Section 6, Township 112 North, Range 35 West, City of Redwood Falls, Minnesota, described as follows:

Commencing at the Southeast corner of Block 19, Sunnyside Heights; thence South 01 degrees 02 minutes 53 seconds East, a distance of 60.00 feet to the point of beginning; thence continuing South 01 degrees 02 minutes 53 seconds East, a distance of 167.80

feet; thence North 88 degrees 19 minutes 55 seconds West, a distance of 25.84 feet; thence South 01 degrees 40 minutes 05 seconds West, a distance of 210.00 feet; thence Southeasterly a distance of 161.66 feet on a tangential curve to the left, having a radius of 242.32 feet, a central angle of 38 degrees 13 minutes 26 seconds, and the chord of said curve is 158.68 feet in length and bears South 17 degrees 26 minutes 38 seconds East; thence South 53 degrees 26 minutes 40 seconds West not tangent to said curve, a distance of 127.25 feet; thence Westerly a distance of 554.11 feet on a non-tangential curve to the left, having a radius of 3349.06 feet, a central angle of 09 degrees 28 minutes 47 seconds, and the chord of said curve is 553.48 feet in length and bears North 54 degrees 25 minutes 02 seconds West; thence North 01 degrees 13 minutes 24 seconds West not tangent to said curve, a distance of 265.52 feet; thence North 88 degrees 14 minutes 21 seconds East, a distance of 539.58 feet to the point of beginning; EXCEPTING THEREFROM all that part lying southerly of the centerline of County Ditch 52.

now classified as “R-2, Single and Two Family Residential District,” be changed to “R-B, Residential-Business District.”

SECTION 3. That the Zoning Administrator is hereby directed to change the zoning map referred to in Section 6.03 of Chapter 6 of the Unified Development Ordinance in accordance herewith.

SECTION 4. This Ordinance becomes effective from and after its passage and publication.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this _____ day of _____, 2024.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this _____ day of _____, 2024.

Notary Public

Introduced: January 16, 2024
10 Day Notice: January 19, 2024
Approved:
Publication:



Legend

- City Limits
- Parcels (10/28/2022)
- Road ROW
- Lot Lines
- Redw_cty20.sid
- Red: Band_1
- Green: Band_2
- Blue: Band_3

201 McPhail Dr.



Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Redwood Falls is not responsible for any inaccuracies herein contained.

0 263 Feet



February 6, 2024

Agenda Recommendation

Agenda Item: Review and Approval of Updated Joint Powers Agreement with Brown/Lyon/Redwood/Renvill Drug Task Force

Recommendation/Action Requested: Staff Recommends approval of the updated JPA

Summary/Overview:

On November 21, 2023, Police Chief Jason Cotner presented an updated Joint Powers Agreement (JPA) to city council that had been approved by the Brown/Lyon/Redwood/Renville Drug Task Force Board of Directors (DTF Board). The updated JPA was presented primarily due to a change approved by the DTF Board which changed the number of meetings each year. That change required an updated JPA to empower the financial agent to receive and disburse funds for the DTF on a bi-monthly rather than monthly basis. At the time it was presented to Redwood Falls City Council the updated JPA was also being reviewed and approved by the various member agency councils and boards. Redwood Falls City Council did approve the updated JPA at the November 21, 2023 meeting.

In the weeks following Redwood Falls City Council approval the Redwood County Attorney reviewed the updated JPA for the Redwood County Sheriff's Office. The Redwood County Attorney requested changes to the JPA, primarily to section 9.5 which deals with records retention of BLRR DTF documents. After this request was made a new draft JPA was reviewed and approved by the DTF Board during their December 14, 2023, meeting.

This newly updated draft JPA has been reviewed by Police Chief Jason Cotner and Redwood Falls City Attorney Trenton Dammann and neither have any objections or requested changes to this new JPA.

Attachments:

-Draft copy of updated JPA approved by DTF Board on 12/14/23 with new language in red, redacted language lined out and highlighted

**BROWN-LYON-REDWOOD-RENVILLE DRUG TASK FORCE
JOINT POWERS **AMENDED** AGREEMENT**

This Agreement is entered into between the counties of Brown, Lyon, Redwood, and Renville by and through their respective County Board and Sheriff, the cities of New Ulm, Redwood Falls, and Marshall, by and through their respective City Council and Police Chief, and the Lower Sioux Police Department by and through its Tribal Council and Police Chief (hereinafter collectively referred to as the "Parties").

WHEREAS, the Parties are each respectively charged with the enforcement of the laws of the State of Minnesota in their respective jurisdictions; and

WHEREAS, the Parties desire to promote the effective enforcement of such laws, particularly as they relate to laws concerning controlled substances; and

WHEREAS, the nature of illegal controlled substance activity is such that coordinated, multijurisdictional efforts are needed for effective enforcement; and

WHEREAS, the purpose of this Agreement is to create a cooperative law enforcement effort that involves at least one dedicated full-time licensed peace officer who is responsible for all controlled substance investigations and for the development of a system of sharing intelligence information among participating agencies; and

WHEREAS, multi-jurisdictional drug task forces must have a governing board comprised of representatives from each participating agency that meets regularly and an interagency agreement addressing staffing, supervision, program income and equipment; and

WHEREAS, all drug task forces must have a viable infrastructure to prepare grant proposals, maintain statistics on operations, account for grant expenditures, track program income, and manage confidential funds in accordance with statewide policy.

NOW, THEREFORE, pursuant to Minnesota Statute § 471.59, the Joint Exercise of Powers, the Parties agree as follows:

1. TERM

The term of this Agreement ~~shall~~ commenced on October 17th 1989 and was amended on March 1st 2024 pursuant to Section 11 of this Agreement, and shall continue in full force and effect until terminated by the Parties pursuant to Section 4 of this Agreement.

2. GOVERNING BOARD

2.1. The powers, duties, and purpose of the Brown-Lyon-Redwood-Renville Drug Task Force shall be carried out through a governing board. Members of this board shall be known as "Directors." The Board shall consist of the Sheriff or Chief of Police of each participating governmental unit, or his/her designee. Each board member shall have one vote. The Directors of the participating governmental units shall appoint a prosecuting attorney from one of their jurisdictions to also serve as its legal counsel. The prosecuting

attorney is a member of the Board but shall not have a vote on any matter before the Board. The prosecuting attorney shall provide legal advice and guidance to the Board as requested.

2.2. The Board shall elect a Chairperson to serve for one year. The Chairperson will preside at meetings. The Board shall also elect a Vice-Chair who shall assume the powers and duties of the Chairperson during a period of absence or incapacity and shall perform such additional duties and functions as the Board may direct. The Chair and Vice-Chair shall be elected at the first meeting of the year.

2.3. The presence of a majority of Directors of the Board at a regular or special meeting are required to constitute a quorum. A simple majority vote of the Directors present at a meeting with a valid quorum is required for the Board to take action.

2.4. Other entities may become a Party to this agreement upon approval of two-thirds (2/3) of the then existing Board. Upon such approval, the number of members on the Board shall be increased by one for each new Party. The new Party's Sheriff or Chief of Police, or his/her designee, shall serve as a Director on the Board and shall have one vote.

2.5. The time and place of regular and special meetings shall be established by the Board. Special meetings may be called by the Chairperson or upon the request of at least two Directors on the Board. Notice of meetings shall be mailed or otherwise delivered as approved by the Board to each Director at least three days before regular meetings of the Board. Notices shall include an agenda containing those items to be considered at the meeting.

3. BOARD OF DIRECTORS' POWERS AND DUTIES

The Board of Directors shall possess all the powers and duties to:

3.1. Contribute financially to the establishment and the continued operation of the task force through the commitment of time and resources, as approved by each party's respective County Board, City Council, or Tribal Council.

3.2. Direct the ongoing management and operation of the task force including the establishment of funds and accounts necessary for the task force to comply with state and/or federal guidelines. ~~That~~ The Board shall select a Fiscal ~~Host~~ Agent to be responsible for the accounting and financial obligations of the drug task force **operations, to provide for the proper receipts and disbursement of funds, and to perform all other duties normally assigned to the Treasurer of a deliberative body.**

3.3. Adopt internal written policies and cooperative procedures for the operation of the task force, in order to implement this Agreement to the maximum extent possible.

3.4. Jointly plan and provide information, access to training opportunities and technical assistance for the staff members of the individual Parties to facilitate the purpose of the task force, when feasible.

3.5. Elect general legal counsel to provide legal assistance and recommendations relative to the general operations, duties, and functions of the task force members and its Board. That legal counsel shall receive notice for and attend Board of Director meetings, as available.

3.6. Comply with the Minnesota Government Data Practices Act and other applicable rules and procedures that relate to the use, security, dissemination, retention and destruction of records, and maintain confidentiality of information that is not otherwise exempt as provided by law.

3.7. Apply for the use of any state or federal funds or new federal reimbursements to task force programs resulting from federal revenue enhancement to expand expenditures for task force goals.

3.8. Provide an annual report on the progress of the task force to all Parties. This report shall include, but not be limited to, finance, governance, and information management updates.

3.9. Contribute to the collection of data required to complete the task force's evaluation plan and the state annual progress report.

3.10. Adopt by-laws as necessary to conduct Board business.

3.11. Set the financial contribution required from all Parties on an annual basis, as approved by each Party's respective County Board, City Council, or Tribal Council.

3.12. Procure and maintain property, casualty, motor vehicle, liability, and other such insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this Agreement.

3.13. Elect a person to assist in keeping a record of all proceedings of the Board of Directors, ~~to provide for the proper receipts and disbursement of funds (moved to section 3.2),~~ and to perform all other duties normally assigned to the Clerk/Secretary/Treasurer of a deliberative body.

3.14. Constitute and convene such committees as it deems necessary and appropriate. The Board shall determine respective membership, duration, structure, if any, designation and the election of officers and operating procedures of any committee. The Chairperson, with the approval of the Board, shall appoint the members and the Chairperson of each committee.

3.15. The Board of Directors shall have the authority to utilize funds received under this Agreement for any of the purposes outlined herein, ~~(add section 3.15 back in and add the following) subject to the requirements and procedures of the Municipal Contracting Law, Minn. Stat. § 471.345 and other applicable law.~~

4. TERMINATION

Any Party shall have the right to withdraw from this Agreement or a Party may be terminated from this Agreement as set forth below.

- 4.1. The Party withdrawing shall pass a resolution declaring its intent to withdraw effective on December 31st of the calendar year of withdrawal from this Agreement. The withdrawing Party shall send a copy of such resolution to the Chairperson of the Board of Directors no later than September 30th of the calendar year of withdrawal from this agreement.
- 4.2. Upon receipt of the resolution to withdraw, the Chairperson of the Board of Directors shall send a copy of said resolution to each Party within five (5) working days.
- 4.3. When a Party exercises its option to withdraw under the terms of this Agreement, no fiscal liability shall accrue for the subsequent year.
- 4.4. The withdrawing Party shall not be entitled to a refund of monies contributed to the task force prior to the effective date of the withdrawal. The Fiscal ~~Host~~ Agent will provide a fiscal accounting to the withdrawing party of funds within sixty (60) days of the effective date of the withdrawal.
- 4.5. Failure to comply with the terms of this Agreement by any individual Party may result in termination of membership to this Agreement. A Party's termination shall be by a majority vote of the full Board of Directors following consideration of the nature and extent of the violation(s). A terminated Party shall not be entitled to a refund of any contributed monies or property given to the drug task force unless approved by a majority vote of the full Board of Directors.
- 4.6. Notwithstanding any Party's decision to withdraw from this Agreement, or in the case of a Party's termination of membership to this Agreement, this Agreement and the remaining Board of Directors created herein shall continue in force until and unless all remaining Parties mutually agree to terminate the Agreement by joint resolution, or when membership on the Board of Directors is reduced to less than two Parties.
- 4.7. In the case of the Parties' mutual agreement to terminate this Agreement, the Board of Directors shall continue to exist for the limited purpose of discharging the Board of Directors' debts and liabilities, settling its affairs, and disposing of its property.
- 4.8. In the event that the Fiscal ~~Host~~ Agent exercises its option to withdraw under the terms of this Agreement, the Board of Directors shall solicit a Party to volunteer as the new Fiscal ~~Host~~ Agent. The new Fiscal ~~Host~~ Agent shall become effective upon the effective date of the prior Fiscal ~~Host's~~ Agent's withdrawal. If no new Fiscal ~~Host~~ Agent volunteers, this Agreement shall be terminated, notwithstanding any provision of this Agreement to the contrary.

5. DISPOSAL OF SURPLUS FUNDS AND PROPERTY UPON TERMINATION

All property, real and personal, held by the drug task force at the time of termination shall be distributed by resolution of the Board of Directors as allowed by law and in a manner to best accommodate its task force efforts.

6. INDEBTEDNESS

~~All obligations or other forms of indebtedness issued pursuant to this Agreement shall require authorization by the Board of Directors.~~ The Fiscal Agent shall sign all warrants or other evidence of indebtedness at any time issued by the Brown-Lyon-Redwood-Renville Drug Task Force no larger than \$15,000 per claim. If a claim against the Task Force is higher than \$15,000 it will require prior approval by The Board of Directors or written approval by the Board Chair.

7. REVENUE

All revenues of the task force, and the earnings those revenues generate, shall remain property of the task force. The Fiscal Agent shall deposit all monies received on behalf of the Task Force in the bank or depository designated by the Fiscal Agent. All monies shall be deposited in the name of the Brown-Lyon-Redwood-Renville Drug Task Force.

8. CONTRIBUTIONS

Each Party to this Agreement that is a police department or sheriff's department shall contribute cash, personnel, and in-kind resources to the task force. Each Party shall assign such licensed peace officers and unlicensed personnel as that party deems appropriate to assist and participate in the Brown-Lyon-Redwood-Renville Drug Task Force. Each Party shall designate and advise all other Parties of the name or names of such person or persons who shall have authority to assign personnel to operate the provisions of this Agreement.

9. MEMBER RESPONSIBILITIES

9.1. Calls for Assistance. Whenever an officer of a Party believes that assistance is needed from one or more of the other Parties in the enforcement of controlled substance laws, the Party desiring assistance shall make an oral or written request for assistance to another Party or Parties. Upon receipt of a request for assistance, the responding Party or Parties may assign and direct such personnel as that Party deems fit to provide assistance in the nature and to the extent it deems fit. A Party which is requested to provide assistance shall make a good faith effort to provide the assistance requested, but no guarantee is made that the requested assistance will be provided and each Party expressly agrees that failure to provide requested assistance will not result in any liability claim by the requesting Party against the other Party. Whenever a Party provides mutual assistance to another Party under this Agreement, those Parties shall remain an employee and agent of the agency providing assistance. The Party providing the assistance shall remain under the ultimate direction and control of the agency by which they are employed and all acts and coverages shall be the same as if they were acting in the course and scope of the employment of that Party.

9.2. Officer Authority. Licensed peace officers and licensed part-time peace officers who act under the terms of this agreement shall be granted peace officer authority to the full extent authorized by Minnesota Statutes, including, but not limited to Minn. Stat. §§ 629.34 and 629.40. To the extent necessary, the Parties agree that each may grant peace officer authority to licensed peace officers and licensed part-time peace officers already employed in that capacity by another Party. In such cases, the officer so appointed shall for all purposes other than peace officer authority, remain an employee of the initial appointing party for Purposes of this Agreement herein.

9.3. Coordinating Authority. The Task Force Commander shall be responsible for the day-to-day operations of the task force including supervision of staff, intelligence sharing, management of confidential funds and coordination with other agencies. The Task Force Commander shall make sure that task force policies and procedures are followed.

9.4. Fiscal Agency/Host. The ~~City of New Ulm~~ ~~New Ulm Police Department~~ shall be responsible for fiscal management of the task force grant and other resources such as cash contributions, program income (forfeiture proceeds, restitution, and fines) and oversight of confidential funds. ~~The Fiscal Agent shall present The Board of Directors with a report monthly or as otherwise directed by The Board of Directors, setting forth in detail all monies received and paid out on behalf of the Drug Task Force since the last report. At the end of each fiscal year a similar report shall be presented to The Board of Directors showing all receipts and disbursements of the Drug Task Force for the fiscal year ending.~~ The Fiscal Agent/Host shall complete an audit of all financial resources of the Brown-Lyon-Redwood-Renville Drug Task Force at least annually and shall make such reports available to all Parties. All said reports shall be in such form as may be prescribed by The Board of Directors. Buy funds shall be reconciled at least quarterly and reports shall be distributed to the representative of each Party at the Advisory Board meeting. ~~immediately following such reconciliation.~~ Any Party to this Agreement may request and obtain access to all financial records pertaining to the fiscal management of the Task Force. The Board of Directors may, in its discretion and at any time, request an independent audit of the Brown-Lyon-Redwood-Renville Drug Task Force's finances.

9.5. Official Documents:

~~The Clerk/Secretary will hold all official Drug Task Force documents.~~

9.6. Restitution and Forfeitures. Any assets or property subject to legal forfeiture as a result of enforcement or obtained under any criminal restitution received under this Agreement shall be used and/or distributed to the Parties as follows:

- a. Assets or proceeds from forfeited property may be reinvested in the task force in accordance with applicable federal and state law with the Board of Directors' approval.
- b. Property may, if practicable, be used and/or distributed amongst the Parties to this Agreement in accordance with federal and state law with the Board of Directors' approval.
- c. In cases subject to federal forfeiture proceedings, distribution of forfeited assets shall be in equal shares among the parties to this joint powers agreement

with the federal government receiving either an equal share or its share as governed by federal statutes or regulations.

d. All seized, held and/or forfeitable property shall be documented and safeguarded in accordance with the procedures set forth in the Brown-Lyon-Redwood-Renville Drug Task Force Policies and Procedures Manual, and applicable state and federal law.

The Parties agree that in any cases in which the Brown-Lyon-Redwood-Renville Drug Task Force cooperates with another jurisdiction (e.g., another task force or a local, state or federal agency) that the supervising investigators on the scene of any arrest will negotiate a split based upon the amount of effort expended in the investigation and document said agreement.

9.7. Policy Manual. The Parties agree to abide by the Brown-Lyon-Redwood-Renville Drug Task Force Policies and Procedures Manual.

10. INDEMNIFICATION AND HOLD HARMLESS

10.1. The Brown-Lyon-Redwood-Renville Drug Task Force shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Brown-Lyon-Redwood-Renville Drug Task Force shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes, Chapter 466.

10.2. The Brown-Lyon-Redwood-Renville Drug Task Force shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the Brown-Lyon-Redwood-Renville Drug Task Force.

10.3. The Parties agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statute Section 466.04. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party. The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

10.4. Each Party shall be responsible and liable for its own personnel, equipment, and supplies and shall have sole title and interest in the equipment and supplies it utilizes as part of this Agreement unless some alternative arrangement is provided for in writing.

11. MODIFICATION

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid once they have been reduced to writing and signed by the authorized representatives from each of the Parties.

12. SEVERABILITY

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to any party.

13. FEDERAL / STATE FUNDING

In the event that the Brown-Lyon-Redwood-Renville Drug Task Force becomes ineligible for State, Federal or local financial participation, the parties agree to review the Agreement within thirty (30) days of the determination of the ineligibility. Notwithstanding any provision of this Agreement to the contrary, any party may withdraw from this Agreement after the thirty-day review of the Agreement following determination of ineligibility under this paragraph upon thirty (30) days written notice.

14. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument. Counterparts shall be delivered to the Brown-Lyon-Renville Drug Task Force Legal Counsel who will make each a part of this Agreement by attaching each hereto.

15. MERGER

This Agreement is the final expression of the agreement of the Parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements.

IN WITNESS WHEREOF:

Brown County

Chair, Brown County Board of Commissioners
Dated: _____

Attested to:

Brown County Administrator

IN WITNESS WHEREOF:

Lyon County

Chair, Lyon County Board of Commissioners
Dated: _____

Attested to:

Lyon County Administrator

IN WITNESS WHEREOF:

Redwood County

Chair, Redwood County Board of Commissioners

Dated: _____

Attested to:

Redwood County Administrator

IN WITNESS WHEREOF:

Renville County

Chair, Renville County Board of Commissioners

Dated: _____

Attested to:

Renville County Administrator

IN WITNESS WHEREOF:

City of Marshall

Mayor, Marshall City Council
Dated: _____

Attested to:

Marshall City Administrator/Clerk

IN WITNESS WHEREOF:

City of New Ulm

Mayor, New Ulm City Council

Dated: _____

Attested to:

New Ulm City Administrator

IN WITNESS WHEREOF:

City of Redwood Falls

Mayor, Redwood Falls City Council
Dated: _____

Attested to:

Redwood Falls City Administrator

IN WITNESS WHEREOF:

Lower Sioux Indian Community

Chair, Lower Sioux Tribal Council
Dated: _____

Attested to:

Lower Sioux Tribal Council Clerk

Meeting Date: February 6, 2024

AGENDA RECOMMENDATION

Agenda Item: Resolution No. 9 of 2024

Recommendation/Action Requested: Read the proposed Resolution or make a motion to waive the reading of the Resolution. Discuss the proposed Resolution. If no concerns, adopt proposed Resolution by motion in accordance with Chapter 4 of the City Charter.

Summary/Overview: The City of Redwood Falls has a current MSAS balance of \$96,239.24 and an anticipated allotment of \$277,500 in construction funds in 2024 for upgrading the MSAS routes in the City limits for an estimated total balance of \$373,739.24. The 2024 reimbursement requests for East 4th Street Reconstruction Project may exceed our MSAS allotment for 2024 in the total amount of \$35,841.79.

MNDOT allows advancement requests that do not exceed 4 years of allotments. The East 4th Street Reconstruction Project is anticipated to require an additional \$35,841.79 in MSAS funds and is the purpose of this advance request.

Staff is recommending the advancement request of \$35,841.79 to meet reimbursement needs in order to complete the East 4th Street Reconstruction Project.

Attachments: Resolution No. 09 of 2024
SAAS Status Report 1/10/2024

RESOLUTION NO. 9 OF 2024

**MNDOT STATE AID FOR LOCAL TRANSPORTATION
MUNICIPAL STATE AID STREET FUNDS ADVANCE RESOLUTION**

WHEREAS, the Municipality of Redwood Falls is planning to implement Municipal State Aid Street Project(s) in 2023 which will require State Aid funds in excess of those available in its State Aid Construction Account; and

WHEREAS, said Municipality is prepared to proceed with the construction of said project(s) through the use of an advance from the Municipal State Aid Street Fund to supplement the available funds in their State Aid Construction Account; and

WHEREAS, the advance is based on the following determination of estimated expenditures:

| | |
|---|---------------|
| Account Balance as of date 1/10/2024 | \$96,239.24 |
| Less estimated disbursements: | |
| Project # SAP 207-119-001 | \$ 132,081.03 |
| Project # | \$ 0 _____ |
| Project # | \$ 0 _____ |
| Project # | \$ 0 _____ |
| Bond Principle (if any) | \$ 0 _____ |
| Project Finals (overruns-if any) | \$ 0 _____ |
| Other: | |
| Total Estimated Disbursements | \$132,081.03 |
| Advance Amount (amount in excess of acct balance) | \$35,841.79 |

WHEREAS, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes §162.14, Subd. 6 and Minnesota Rules, Chapter 8820.1500, Subp. 10b; and

WHEREAS, the Municipality acknowledges advance funds are released on a first-come-first-serve basis and this Resolution does not guarantee the availability of funds.

NOW, THEREFORE BE IT RESOLVED, that the Commissioner of Transportation be and is hereby requested to approve this advance for financing approved Municipal State Aid Street Project(s) of the Municipality of Redwood Falls in an amount up to \$35,841.79. The City of Redwood Falls hereby authorizes repayments from subsequent accruals to the Municipal State Aid Street Construction Account of said Municipality from future year allocations until fully repaid.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls this 6th day of February 2024.

I HEREBY CERTIFY that the above is a true and correct copy of a Resolution presented to and adopted by the Municipality of Redwood Falls, County of Redwood, State of Minnesota, at a duly authorized Municipal Council Meeting held in the Municipality of Redwood Falls, Minnesota on the 6th day of February 2024, as disclosed by the records of said Municipality on file and of record in the office.

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
6th day of February 2024.

Notary Public

Minnesota Department of Transportation - Office of Finance
Status Report
Municipality: 207-REDWOOD FALLS
as of 01/10/2024

Municipality: 207-REDWOOD FALLS

Account: 90 - MUNI CONST

| Beg Yr Bal | Allocation | Total | Deposits | Transfers | Disb | Unexp Bal | Enc | B/L Rsrv | Bal Avail | Outstanding Overpymts | State Aid Avail to Adv | Acct to Acct Advances |
|------------|------------|------------|----------|-----------|------|------------|-----------|----------|-----------|-----------------------|------------------------|-----------------------|
| 117,405.12 | 0.00 | 117,405.12 | 0.00 | 0.00 | 0.00 | 117,405.12 | 21,165.88 | 0.00 | 96,239.24 | 0.00 | 0.00 | 0.00 |
| | | | | | | | | | 96,239.24 | | | |

Total Municipality: 207-REDWOOD FALLS

| | | | | | | | | | | | | |
|------------|------|------------|------|------|------|------------|-----------|------|-----------|------|------|------|
| 117,405.12 | 0.00 | 117,405.12 | 0.00 | 0.00 | 0.00 | 117,405.12 | 21,165.88 | 0.00 | 96,239.24 | 0.00 | 0.00 | 0.00 |
|------------|------|------------|------|------|------|------------|-----------|------|-----------|------|------|------|

This report uses tables: CM_ACCT_ADV_FROM_SUMM, CM_ACCT_ENC_SUMM, CM_ACCT_OVERPAYMT_SUM, CO_MUNI_ACCT_BALS, CO_MUNI_INFORMATION, GEN_FUND_ADV_ALL_YEARS, MASTER_ACCTS_EXCL_FUNDS, PROJ_ACCT_ALLOC_TRANS_MERGE, SUP_VALUES

AGENDA MEMO

Meeting Date: February 6, 2024

Agenda Item: Proposed Resolution No. 10 of 2024 – Authorization to Execute Independent Contractor Agreement for Building Inspection Services between City and Core Code Solutions, LLC.

Recommendation/Action Requested: Read the proposed resolution or make a motion to waive the reading of the resolution. Discuss the proposed resolution. If there are no concerns, the resolution needs to be approved by motion in accordance with Chapter 4 of the City Charter.

Summary/Overview: The Redwood Valley Elementary School Project (“Project”) is a state-licensed facility and requires building permit, plan review, inspection, and code administration and enforcement services to be provided by the Department of Labor and Industry or a qualified Building Official under Minnesota State Building Code. The City employs its own Building Official and holds a valid delegation agreement with the State of Minnesota pursuant to Minn. Stat. § 326B.107 Subd. 2 for state-licensed facilities. However, the City’s Building Official does not possess the required years of experience to fulfill the delegation agreement for State Building Projects. Because it is a state-licensed facility, without being able to exercise the delegation agreement, the Project would need to be permitted, reviewed, and inspected by the State instead of a local entity. The City of Redwood Falls, through the proposed agreement with Core Code Solutions, would be able to provide these services for the Project at the local level. As part of the agreement, the City would be collecting all building permit and plan review fees. After State deductions, the City would agree to disburse 50% of the net permit fees and 100% of the net plan review fees collected to Core Code Solutions.

Attachment: Proposed Resolution No. 10 of 2024
Agreement with Core Code Solutions

RESOLUTION NO. 10 OF 2024

**AUTHORIZATION TO EXECUTE INDEPENDENT CONTRACTOR AGREEMENT
FOR BUILDING INSPECTION SERVICES
BETWEEN CITY AND CORE CODE SOLUTIONS, LLC.**

WHEREAS, the City of Redwood Falls (“CITY”) is authorized to enter into an Agreement with Core Code Solutions, LLC (“CONTRACTOR”) pursuant to Minnesota Statutes Section 412.221, subd. 2 for the benefit of its citizens; and

WHEREAS, Independent School District #2897 is building a new elementary school located in the City on Parcel #88-766-3260 (“PROJECT”); and

WHEREAS, the PROJECT is a state-licensed facility and requires building permit, plan review, inspection, and code administration and enforcement services to be provided by a qualified Building Official under Minnesota State Building Code; and

WHEREAS, CITY employs its own Building Official and holds a valid Municipal Delegation Agreement with the State of Minnesota pursuant to Minn. Stat. § 326B.107 Subd. 2 for state-licensed facilities; and

WHEREAS, CITY’s Building Official does not possess the required years of experience to fulfill the delegation agreement for state-licensed facilities, however CONTRACTOR can provide the needed services; and

WHEREAS, CITY desires to exercise its Municipal Delegation Agreement with the State of Minnesota for the PROJECT by entering into the proposed independent contractor Agreement with CONTRACTOR; and

WHEREAS, CONTRACTOR agrees to provide the requested services as outlined in the proposed Agreement, subject to all terms and conditions stated within said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF REDWOOD FALLS, MINNESOTA, AS FOLLOWS:

1. The Agreement described above is approved and executed in the form submitted to the City Council and made a part of this resolution by reference.
2. The Agreement described above shall be maintained and insured by the City as allowed by law.

BE IT FURTHER RESOLVED that the City Council of the City of Redwood Falls, Minnesota, approves the request contingent upon compliance with all the requirements of the Minnesota State Statutes.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota
this 6th day of February, 2024.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
_____ day of _____, 2024.

Notary Public

INDEPENDENT CONTRACTOR AGREEMENT FOR BUILDING INSPECTION SERVICES

This contract (the “Agreement”) is made and entered into this ____ day of _____, 2024, (“EFFECTIVE DATE”) by and between The City of Redwood Falls, Minnesota (the “CITY”), and Core Code Solutions, LLC, (the “CONTRACTOR”).

The CITY and the CONTRACTOR are referred to herein individually as a “Party” and collectively as the “Parties.”

1. Purpose. The purpose of this agreement is to set forth the terms and conditions under which the CONTRACTOR will provide certain services to the CITY.

2. Scope of Services. The CONTRACTOR agrees to provide building permit, plan review, inspection, code administration and enforcement services for the Redwood Valley Elementary School Project (the “PROJECT”) as required and in accordance with procedures and practices established by Minnesota State Building Code, CITY ordinances, and/or Minnesota Statutes and shall prepare and submit such reports as shall be necessary and required by Minnesota State Building Code.

The CONTRACTOR agrees to comply with all federal, state, and local laws and ordinances applicable to the services to be performed under this Agreement, including all safety standards.

The CONTRACTOR represents and warrants that Tim Hanna has the requisite training, skills, and experience necessary to provide the services and is appropriately licensed by all applicable agencies and governmental entities and will perform the Services with reasonable care and skill. CONTRACTOR agrees that Tim Hanna will remain at all times, licensed by the State of Minnesota as a Certified Building Official.

The CONTRACTOR shall not perform any additional services without mutual written agreement with the CITY.

3. Term of the Contract. This Agreement may be suspended or terminated by either party if any of the terms or conditions of this Agreement are violated. In the event either party exercises its right to terminate this Agreement, the terminating party shall submit written notice to the other party specifying the extent of the termination and the reasons therefore, and the date upon which termination becomes effective.

Either party may terminate this Agreement without cause by giving at least 90 days written notice to the other party. Upon receipt of a notice of such termination, the CONTRACTOR shall take all action necessary to discontinue work pursuant to the Agreement.

If the CITY should terminate this Agreement, as above provided, before the issuance of the Certificate of Occupancy, the CITY agrees to defend and hold the CONTRACTOR harmless

from any liability that might ensue as a result of the non-completion of any building permit, plan review, inspection, and code administration and enforcement services.

The Parties may voluntarily terminate this Agreement at any time by mutual agreement.

In the event of termination, the CITY shall only be responsible to pay for the Services satisfactorily performed by the CONTRACTOR to the effective date of termination, as described in the final invoice to the CITY.

4. Compensation. As part of the CITY'S regular building permit process, CITY shall collect all building permit and plan review fees. As consideration for the provision of the Services by CONTRACTOR, the CITY shall reimburse CONTRACTOR as follows: **CONTRACTOR shall be entitled to 50% of the Net building permit fees and 100% of the Net plan review fees after State surcharges and fees have been deducted.**

CONTRACTOR shall be paid its share of the plan review fees upon issuance of a building permit for the PROJECT. CONTRACTOR shall invoice the CITY for its share of the building permit fees over four (4) invoices in equivalent amounts, totaling 100% of the percentage of building permit fees owed to CONTRACTOR. Invoices will be submitted by CONTRACTOR on a schedule consistent with a percentage completion rate of the PROJECT of every 25%. The final Invoice shall be paid upon issuance of a Certificate of Occupancy for the PROJECT. All invoices shall be paid by the CITY directly payable to the CONTRACTOR.

5. Independent Contractor Relationship. It is expressly understood that the CONTRACTOR is an "independent contractor" and not an employee of the CITY. The CONTRACTOR shall have control over the manner in which the Services are performed under this Agreement. The CONTRACTOR shall supply, at his own expense, all materials, supplies, equipment and tools required to accomplish the Services contemplated by this Agreement. The CONTRACTOR shall not be entitled to any benefits from the CITY, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture or agency relationship between the Parties. The parties recognize that the relationship between the parties is that of an independent contractor, and nothing in this Agreement shall be construed to create the relationship of employer and employee between CITY and CONTRACTOR. The CITY is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the CONTRACTOR. The CONTRACTOR is not to be considered an agent or employee of the CITY for any purposes, and the CONTRACTOR is not entitled to any of the benefits that the CITY provides for its own employees. CONTRACTOR agrees it is not entitled to the rights or benefits afforded to CITY employees, including disability or unemployment insurance, worker's compensation, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, and other insurance, workers' compensation insurance required by Minnesota law, necessary training, and permits and/or licenses for itself and Tim Hanna.

6. Indemnification. To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify and hold harmless the CITY, and its employees, officials, and agents from and against

all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the CONTRACTOR'S negligence or the CONTRACTOR'S intentional performance or failure to perform its obligations under this Agreement. The CONTRACTOR'S indemnification obligation shall apply to the CONTRACTOR'S subcontractor(s), or anyone directly or indirectly employed or hired by the CONTRACTOR, or anyone for whose acts the CONTRACTOR may be liable. The CONTRACTOR agrees this indemnity obligation shall survive the completion or termination of this Agreement.

The CITY agrees that it will defend, indemnify and hold the CONTRACTOR harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the CITY, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The CITY'S liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law.

7. Insurance. Tim Hanna shall be covered at the CONTRACTOR'S sole expense by General and Auto Liability Insurance. Workers Compensation, Disability and any other insurance coverage shall be the responsibility of CONTRACTOR. CONTRACTOR shall obtain liability insurance, CONTRACTOR agrees to provide a certificate of insurance to the CITY showing coverage in the minimum amount of \$1,000,000.00, beginning on or before the date of this Agreement, and naming the CITY as an Additional Insured.

8. Dispute Resolution. The Parties shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

A. Whenever there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Redwood County District Court Administrator and select a mediator by alternately striking names until one remains. The CITY shall strike the first name followed by the CONTRACTOR and shall continue in that order until one name remains.

B. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the Parties may pursue any legal remedy.

9. General Provisions.

A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

- B. Assignment. The CONTRACTOR may not assign this Agreement to any other person unless written consent is obtained from the CITY.
- C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- D. Nondiscrimination. In the hiring of employees to perform work under this Agreement, the CONTRACTOR shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
- E. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Redwood County, Minnesota. The parties hereby expressly consent to the exclusive personal jurisdiction of the federal and state courts located in the State of Minnesota, regardless of the citizenship or residency of either party at the time of the commencement of any legal proceeding.
- F. Keeping/Submittal of Records. Within the scope of the Contract, the CONTRACTOR shall maintain an adequate set of records and memoranda from which can be determined the date, number and findings of all inspections together with any other information deemed necessary by the parties hereto. Upon completion of the PROJECT, CONTRACTOR shall submit to CITY all records produced and kept by CONTRACTOR in performance of services under this Agreement.
- G. Ownership of Documents. All reports, plans, specifications, data, maps, and other documents produced by the CONTRACTOR in the performance of services under this Agreement shall be the property of the CITY. The CITY shall be the responsible party for said records under the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13). The CITY shall continue to own and retain, subject to statutory retention obligations, all such records after the termination of this Agreement.
- H. Government Data/Privacy. The CONTRACTOR agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The CONTRACTOR understands that all of the data created, collected, received, stored, used, maintained or disseminated by the CONTRACTOR in performing those functions that the CITY would perform is subject to the requirements of Chapter 13, and the CONTRACTOR must comply with those requirements as if it were a government entity. This does not create a duty on the part of the CONTRACTOR to provide the public with access to public data if the public data is available from the CITY, except as required by the terms of this Agreement.
- I. Audits. Pursuant to Minn. Stat. Section 16C.05, subd. 5, the CONTRACTOR'S books, records, documents, and accounting procedures and practices that are relevant to this Agreement, are subject to examination by the CITY and either the Legislative Auditor or the State Auditor for a minimum of six years from the end of this Agreement.
- J. Waiver. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- K. Conflict of Interest. The parties affirm that, to the best of their knowledge, this Agreement does not result in a conflict of interest with any party or entity, which may be affected by the terms of this Agreement. The parties agrees that, should any conflict or

potential conflict of interest become known to the parties, they will immediately notify the other party of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict.

- L. Notices. All notices and other communications pursuant to this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

Notice to City: _____

Notice to Contractor: _____

- M. Force Majeure. Except for payment of sums due, neither Party shall be liable to the other or deemed in default under this Agreement, if and to the extent that Party's performance is prevented by reason of *force majeure*. "*Force majeure*" includes war, an act of terrorism, a pandemic or epidemic, fire, earthquake, flood and other circumstances which are beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent.
- N. Savings Clause. If a court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.
- O. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document. Electronic copies of this Agreement, including without limitation, those transmitted by facsimile or scanned to an image file, shall be considered originals.
- P. Survival. The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature, and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: Indemnification; Keeping/Submittal of Records; Ownership of Documents; Government Data/Privacy; Governing Law; Jurisdiction; Venue.

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

City of Redwood Falls, Minnesota

By: _____
Its Mayor

And: _____
Its City Administrator

Contractor

By: _____

Its _____

Meeting Date: February 6, 2024

AGENDA RECOMMENDATION

Agenda Item: 2023 Archery Deer Hunt Report.

Recommendation/Action Requested: Paul Parson will be presenting the final 2023 Archery Deer Hunt Report. Staff is recommending a committee meeting be scheduled to review and determine future hunts.

Summary/Overview: Enclosed for Council review is the final 2023 Archery Deer Hunt Report. Paul Parsons, the contracted Deer Hunt Coordinator, will be presenting the final report. A total of 22 deer were harvested (55%) with 189 deer being spotted. Last year, hunters spent a total of 506.25 hours on stand or a 40-hour(s) per hunter average. This year, hunters spent a total of 409.5 hours on the stands.

This year parameters were as follows: 20 Hunters-Double Earn a Buck, with maximum bag limit of 40. The season coincided with the full MNDNR archery season of September 16-December 31.

Staff is recommending the deer hunt committee reconvene to further review the results of the hunt, what was learned and what to change and determine if future hunts are warranted. The recommendation also includes using the same committee members from last year for consistency. The members are as follows: Keith Muetzel, City Administrator; Jim Sandgren, Council Member; John Buckley, Council Member; Paul Parsons 2015-22 Hunt Coordinator; Jim Doering, Public Works Project Coordinator; Dr. Steve Medrud, adjacent landowner; Jerry Ludwig, 2023-hunt participant; and Chief of Police Jason Cotner.

The application to conduct a 2024 Archery Deer Hunt is due at the end of March. Results of the committee meeting along with a 2024 recommendation will be presented to the Council prior to submission.

Attachments: 2023 Archery Deer Hunt Report

City of Redwood Falls 2023 Archery Deer Hunt Final Report

City of Redwood Falls had its eighth City archery hunt this year. The City's website was the target place for hunters to download and fill out the application along with a \$20 fee. A total of 23 applications were accepted, and that number was down by 9 from last year's 32 applicants. Friday August 18th, Saturday August 19th and Sunday August 20th were the dates for potential hunters to show up at the Redwood Sportsman's Club to take a proficiency test. This year was same as the past years and the applicants had to shoot five arrows at a Glendale Buck (3D target) in the heart and lung vitals at 20 yards in order for their name to be put in for a blind draw. We also offered a second chance, if the applicant was not successful the first time, they could pay an additional \$20 to try again. There was one applicants that did the second chance this year and failed the second chance. Out of the 23 applicants one failed. So, we went into the blind draw with 22 hunters. Successful applicants then were to be entered into a blind draw for stand locations and the ability to hunt. I went to the Redwood Falls Police Department and had Kelly Scheffler, perform the random draw for the 20 random hunters, and the hunters will be assigned a random draw stand location. As previous years, successful drawn hunters were then to pay a \$40 hunt fee to the City of Redwood Falls

Stand showings to the successful qualifying hunters took a few evenings throughout the weeks leading to the start of the season due to the schedules of the hunters. This was to familiarize the hunters with their stand location and bordering land boundaries. Most of the Hunters have done this for several years, so I just had to tell them their stand number and they were already familiar with the location of their stand. That made the stand showing much easier. Hunters were also provided information on web sites that can show them boundaries and landowner information in case there was a wounded deer that went onto private property. Hunters at this point were able to put up their stand but were informed to leave them at their own risk. Hunters at this time were handed an orange permit that they need to have in their vehicle while hunting and a sheet with rules for this hunt.

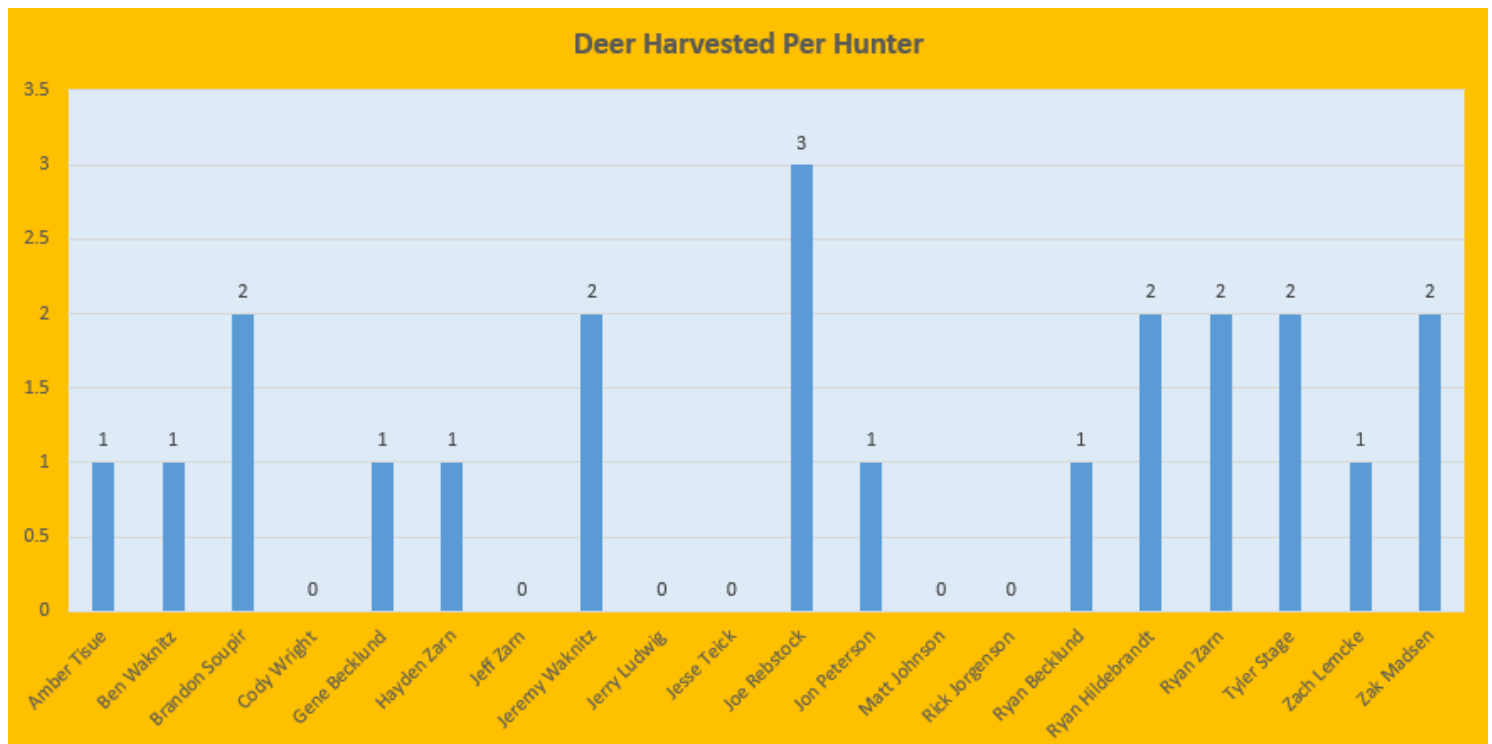
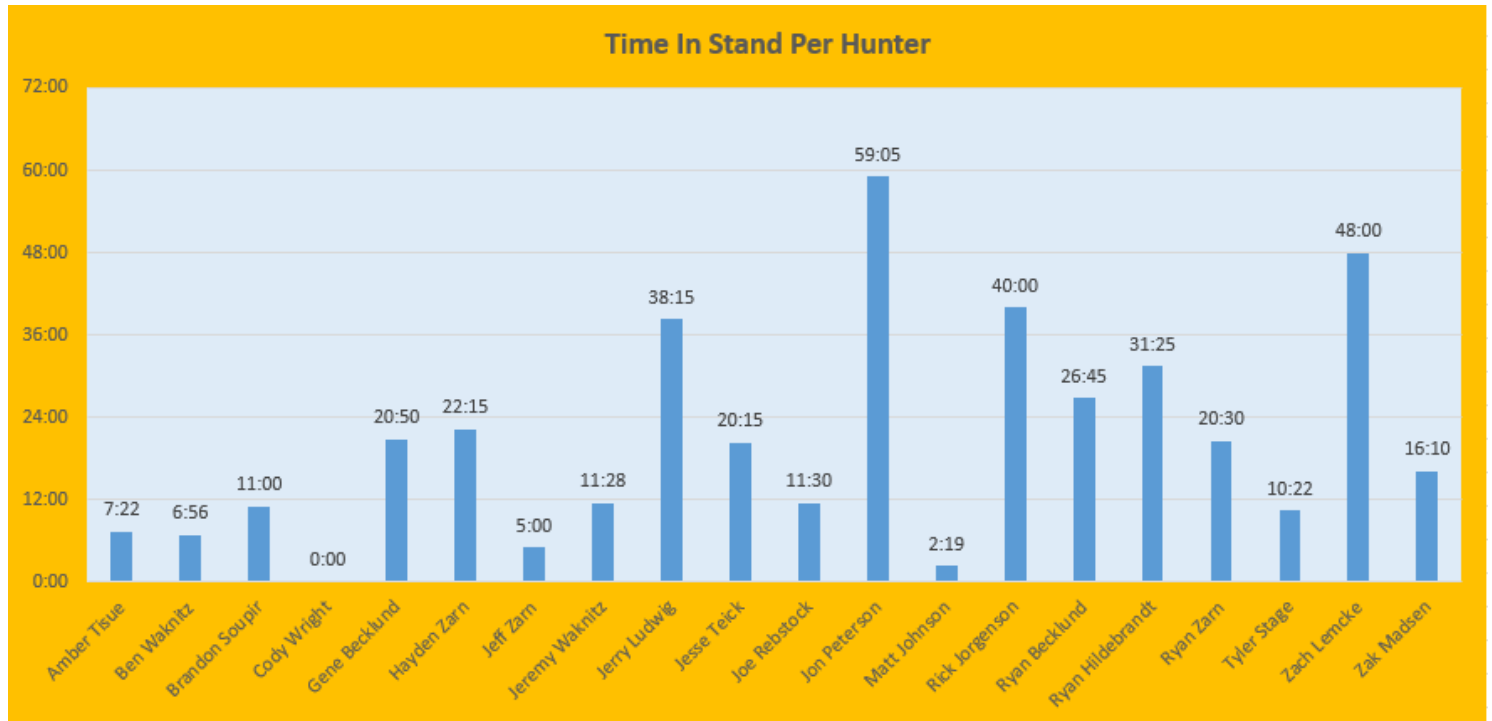
Maps, hunter assignments, and hunter phone numbers were all documented and were made available to the City of Redwood Falls PD in case of emergency or, if any issues arise. The hunters were to sign in at the sign in sheet located in the front lobby of the Law Enforcement Center before each hunt and sign out after the hunt, in addition, the hunters were asked to document deer seen, deer harvested, and a space was left for each hunter to enter their comments for the hunt. The main reason for the sign in/out sheet was to make sure that each hunter returned from their hunt safely and if a hunter did not sign out RF PD would check who did not sign out, look at their map in squad room, call the hunter, call myself, or go to their stand location to check on the hunter's safety.

Hunters were required to purchase their MN DNR State Archery tag and a MN DNR Bonus Archery tag at half price. They had the option to purchase two Bonus tags separately or together. Each hunter had to "double earn a buck" in order to harvest a buck. This meant that they were required to harvest two does first with their Bonus tags, and then had the option to either use their State tag on a buck, or antlerless deer. Again, the bonus permits were for antlerless deer only. Several hunters had bucks under their stand on multiple occasions and were not able to harvest those due to their double earn a buck. This has happened for several years now.

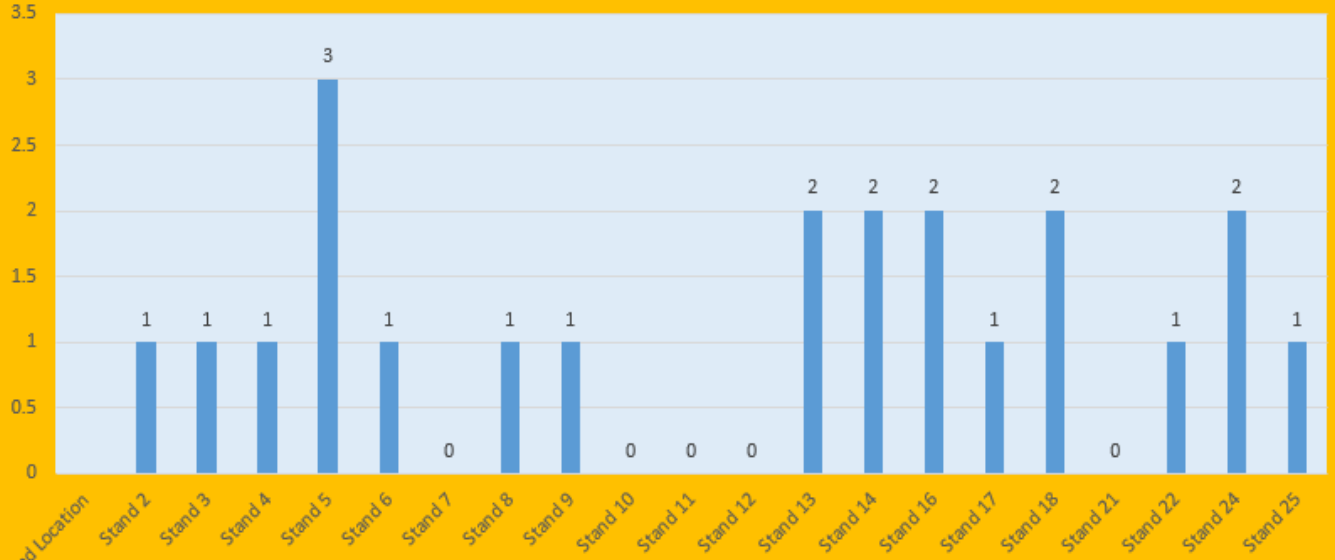
Overall, the hunt went really well. The hunters harvested 22 deer total which was up from last year's 20 deer harvested. We were still capped at 40 deer to be harvested as per the MN DNR. A total of 409 hours

and 27 minutes were spent by hunters in pursuit of harvesting a deer. This was down about 100 hours from last year.

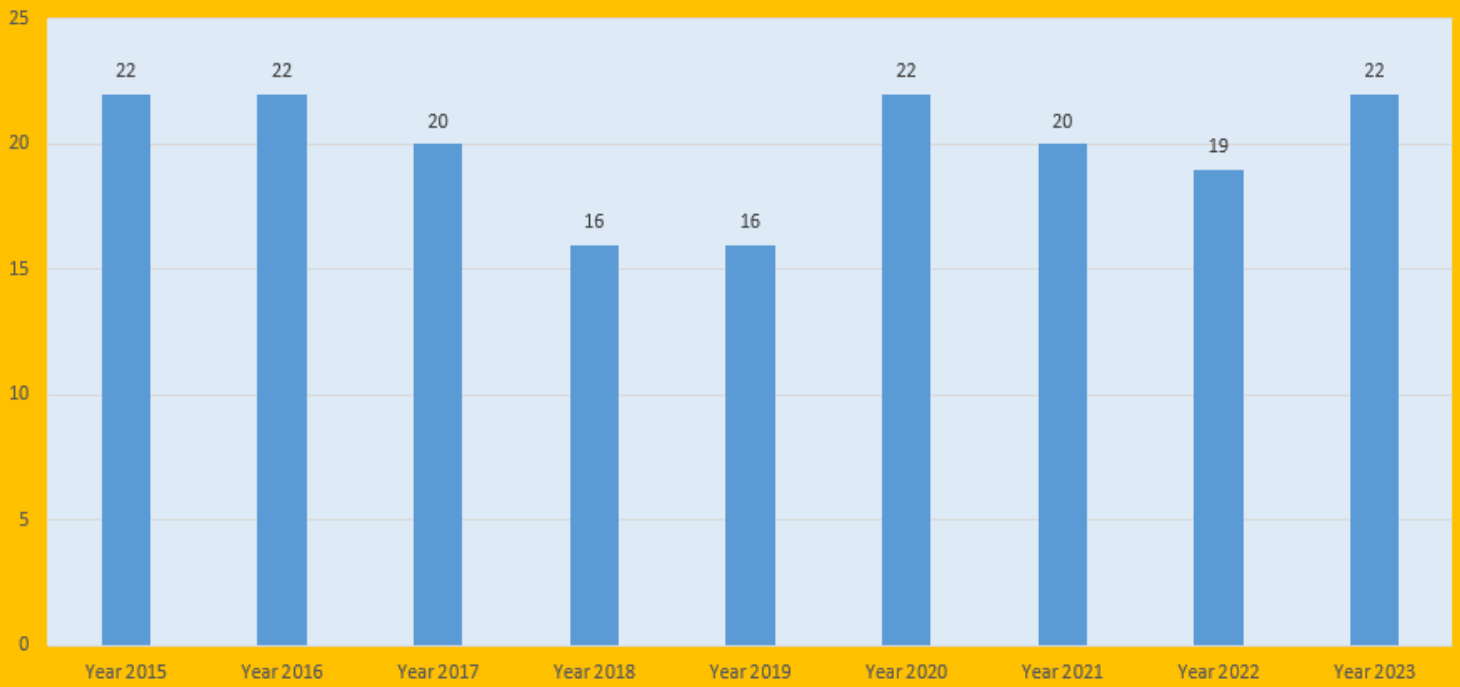
During the hunt, hunters saw; 18 bucks, 123 does, and 48 fawns (yearlings) totaling 189 deer, which is 93 less deer seen than last year. Just so there is no misunderstanding, I am sure most of these are the same deer day after day, but these statistics will show the number of deer being seen while in the stand.

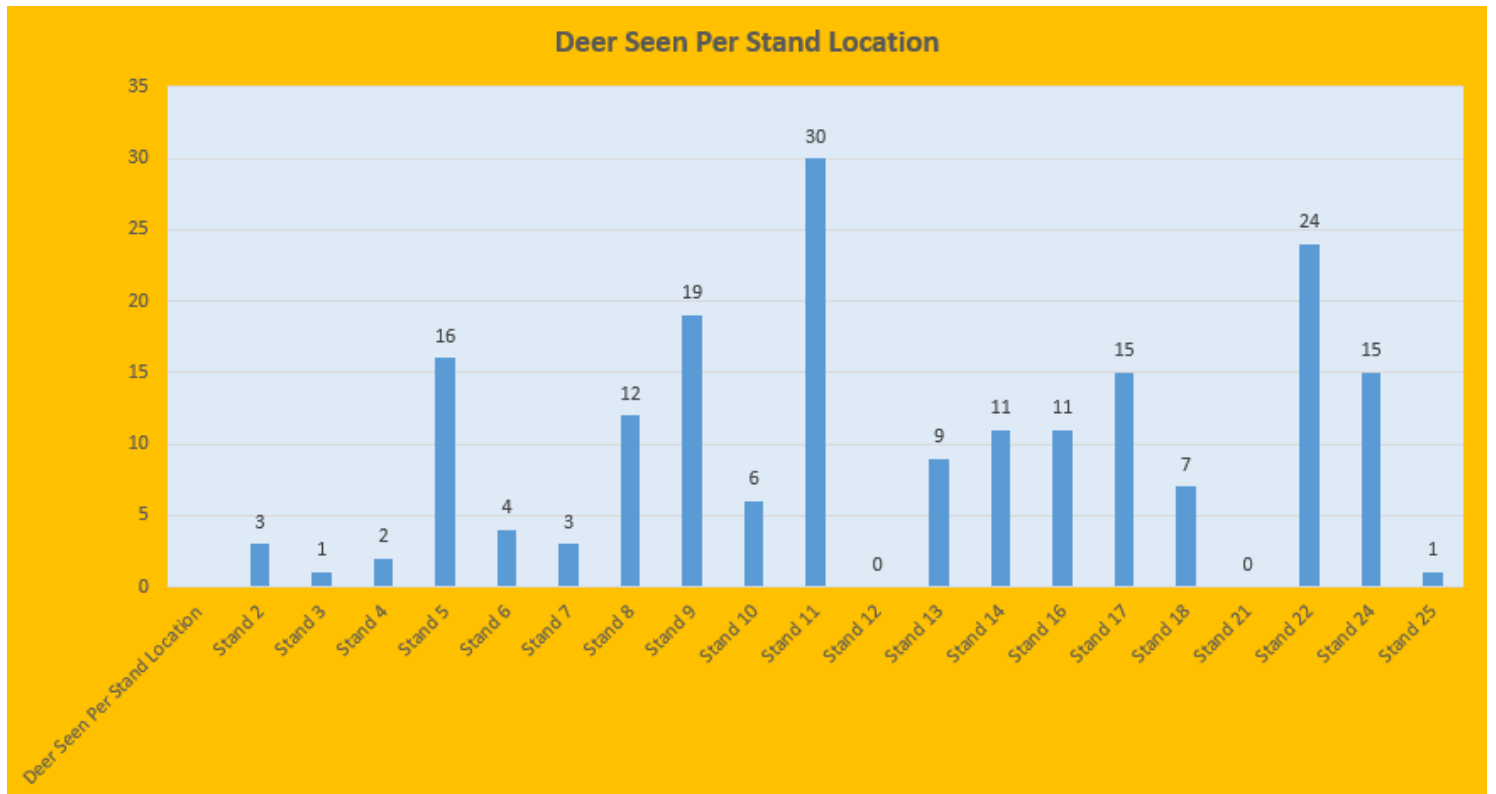


Deer Harvested By Stand Location

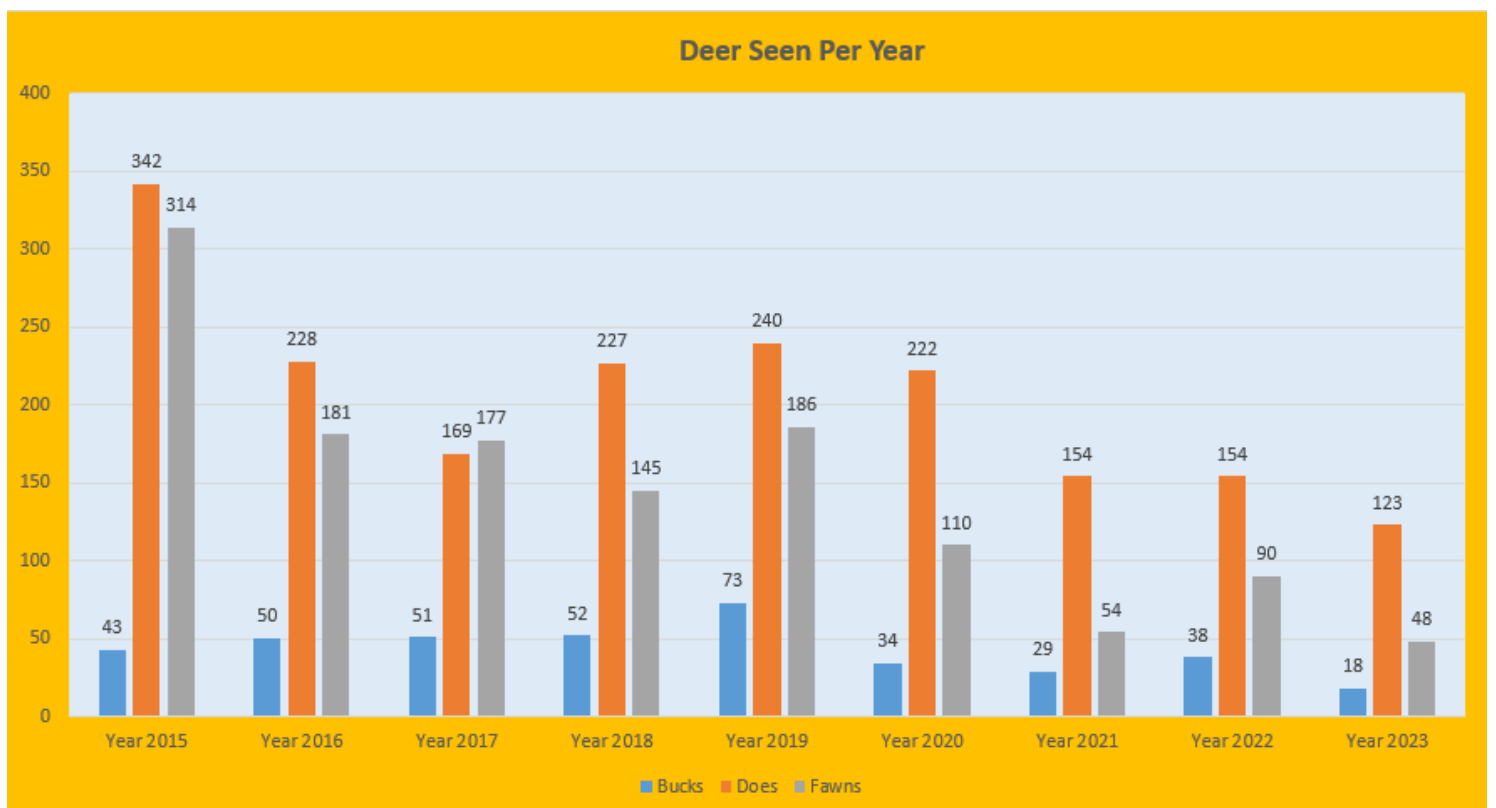


Deer Harvested By Year

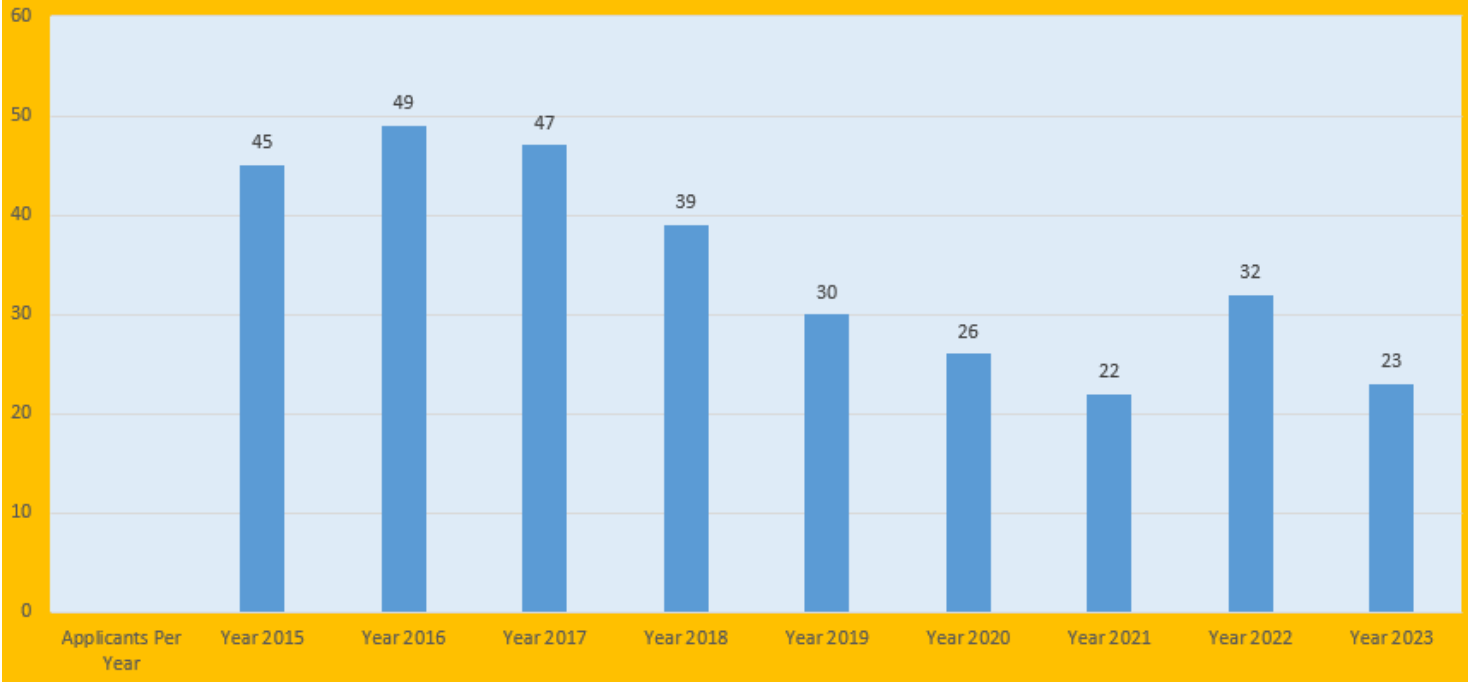




The chart above indicated total combination of Bucks, Does, and Fawns



Applicants Per Year



Notes left by hunters on the sign in/out sheet:

- 4 tom turkeys.
- #1 Doe Shot.
- bunch of turkeys.
- 2 turkeys.
- 6 Turkey.
- 5 squirrels.
- small fork horn.
- lightning is where I drew the line.
- got 2.
- close but did turn my way.
- stayed in the brush.
- no shot.
- fork horn.
- no shot.
- still nothing.
- Nothing.
- got a doe.
- 1 doe taken.
- got 1 doe.
- too far.
- got one doe.
- too far too much brush.
- Does.
- one doe walking in.
- tail down but in a hurry.
- got 1 doe.

too far.
on ridge.
nothing.
Cold.
too far to shoot.
golf course doe.
fork horn.
where are all the deer?
fresh tracks.
no shot running through.
new scrape.
too many people walking.
no shot.

Thank you for allowing me to do this again this year.
Seemed like a slow year. However, the deer harvested was
up. Overall, it was a quiet year. I heard of no issues this
year which was nice.

Again, thank you City of Redwood Falls, Redwood Falls City
Council, and City of Redwood Falls Staff.

I hope to serve you in the future.

Paul Parsons

507.401.0469

AGENDA RECOMMENDATION

Meeting Date: February 6, 2024

Agenda Item: Resolution No. 11 of 2024 – Appointing 2024 Election Judges

Recommendation/Action Requested: Read the proposed Resolution or make a motion to waive the reading of the Resolution. Discuss the proposed Resolution. If no concerns, adopt proposed Resolution by motion in accordance with Chapter 4 of the City Charter.

Summary/Overview: Under Section 204B.21, Subdivision 2 of the Election Laws of the State of Minnesota, the City Council of each municipality shall appoint in the manner provided, qualified voters as judges of election.

The following qualified voters are hereby designated as Judges of Election for the March 5, 2024 Presidential Nomination Primary Election.

1. Caitlin Kodet – Head Judge
2. Amy Kerkhoff – Head Judge
3. Marcee Stromberg
4. Mary Wetmore
5. Bruce Tolzmann
6. Wayne Junker
7. Abby Larson
8. Mary Walz
9. Eric Lovett
10. Jessica Lovett
11. Mary Liebl
12. Stephanie Klavetter
13. Julie Faugstad
14. Daniel Faugstad

Attached: Resolution No. 11 of 2024 to Appoint 2024 Election Judges.

RESOLUTION NO. 11 OF 2024

RESOLUTION APPOINTING 2024 ELECTION JUDGES

WHEREAS, under Section 204B.21, Subdivision 2 of the Election Laws of the State of Minnesota, the City Council of each municipality shall appoint in the manner provided, qualified voters as judges of election.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Redwood Falls, Minnesota, that the following qualified voters are hereby designated as Judges of Election for the March 5, 2024, Presidential Nomination Primary Election, with the understanding that amendments can be made by the Election Administrator to the appointments in order to fill vacancies and meet party requirements:

Caitlin Kodet, Amy Kerkhoff, Marcee Stromberg, Mary Wetmore, Bruce Tolzmann, Stephanie Klavetter, Wayne Junker, Abby Larson, Mary Walz, Eric Lovett, Jessica Lovett, Mary Liebl, Julie Faugstad, and Daniel Faugstad.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 6th day of February 2024.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

Subscribed and sworn to before me this
6th day of February 2024.

(City Seal)

Notary Public